

AGREEMENT
OVERHEAD STREET LIGHTING

THIS AGREEMENT, made and entered into this 9th day of June 1964, between the CITY OF ELGIN, in Union County, Oregon, an Oregon municipal corporation, hereinafter called the "City", and CALIFORNIA-PACIFIC UTILITIES COMPANY, a California corporation, hereinafter called the "Company",

WITNESSETH:

It is mutually agreed as follows:

For a period of ten (10) years, commencing July 1, 1964, and terminating July 1, 1974, the Company shall erect, own, operate, and maintain a street lighting system consisting of not less than one hundred ten (110) lights, as follows:

1	-	1000 Lumen Incandescent Lamp	-	Overhead
79	-	2500 "	"	"
1	-	4000 "	"	"
22	-	6000 "	"	"
2	-	20,000 "	Mercury-Vapor Lamps	- Overhead
5	-	20,000 "	"	"

City owned underground circuit mounted on steel poles

under the following rates, terms and conditions:

Rates

The City shall purchase all street lighting service from the Company during the term of this contract, and pay for such service in accordance with Rate Schedule No. 51, P.U.C. Or. No. 2, Second Revised Sheet No. 33, and Original Sheet No. 34, which are attached to and made a part of this Agreement and contract. The minimum monthly charge during the term of ten years shall be the minimum contained in the filed rate schedule.

Should the City owned and maintained underground, multiple street lighting circuit, supplying five (5) steel pole mounted mercury-vapor lamps be determined unuseable by agreement between the City and the

Company, the City shall then, by proper action, elect to have the Company serve the five (5) steel pole mounted lights.

Terms and Conditions

The Company agrees to install additional overhead street lights upon written order by the City under provisions of the Company's regular extension policy filed with the Public Utilities Commissioner of Oregon.

The Company also agrees to install additional steel pole mounted, mercury-vapor lamps upon written order by the City.

Any and all additional lamps ordered by the City shall be paid for in accordance with the schedule attached to and make a part of this agreement.

The Company shall repair, replace, and maintain all equipment necessary to insure an adequate operation of the street lighting system, except the City shall maintain the present City-owned underground multiple circuit.

The Company will use reasonable diligence to furnish street lighting service from dusk to dawn, or approximately 4,000 hours per year, but will not be liable for damages or claims arising from failure to supply such service.

Outage deductions shall be made, calculated on the proportionate time any number of lights may be out after twenty-four (24) hours from the time notice of an outage is given the Company.

This agreement shall be subject to the rules and regulations of the Company as filed with the Public Utilities Commissioner of Oregon, to the laws of this State and of the United States, and the regulations of such regulatory bodies or courts having jurisdiction.

This agreement shall be binding on, and inure to the benefit of said parties, their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals this 9th day of June, 1964.

Witnesses:

City of Elgin

Robert S. Swick

Attorney

By

Lloyd C. Spake

Mayor

Attest:

Echel Ward

City Clerk and Recorder

Attest:

CALIFORNIA-PACIFIC UTILITIES COMPANY

D. M. Fitchett
Secretary

Lloyd E. Cooper

Vice President

CALIFORNIA-PACIFIC UTILITIES
COMPANY

San Francisco, California

FOR DEPARTMENT'S
RECEIPT STAMP

Schedule No. 51

MUNICIPAL STREET LIGHTING SERVICE
COMPANY-OWNED SYSTEMS

APPLICABILITY

This schedule is applicable to service required by incorporated communities for the lighting of public streets, alleys and grounds exclusive of amusement areas. Lamps will be energized each night from dusk until dawn.

In the interest of public safety the Company does not recommend installation of units smaller than 1,000 lumens.

TERRITORY

All incorporated communities served by the Company in the Baker and La Grande Districts.

RATE

Overhead Systems

Per Month

Mounted on Wood Poles

1,000 Lumens, Incandescent	\$1.60
2,500 Lumens, Incandescent	2.20
4,000 Lumens, Incandescent	2.70
6,000 Lumens, Incandescent	3.25
7,000 Lumens, Mercury Vapor	4.90
11,000 Lumens, Mercury Vapor	5.75
20,000 Lumens, Mercury Vapor	6.50
20,000 Lumens, Fluorescent	8.20
*18,000 Lumens, Mercury Vapor	5.50

Mounted on Steel Poles

20,000 Lumens, Mercury Vapor	8.25
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*This rate will apply only to the 18,000 Lumen
Mercury Vapor Lamps connected for service on
the effective date of this schedule.

(Continued)

ISSUED October 14, 1963

EFFECTIVE November 14, 1963

CALIFORNIA-PACIFIC UTILITIES
COMPANYFOR DEPARTMENT'S
RECEIPT STAMPSCHEDULE 51 - (Continued)MUNICIPAL STREET LIGHTING RATECOMPANY OWNED SYSTEMSSPECIAL CONDITIONS:

Character of Service:

The Company will install, own, maintain and operate the over-head system supplying lamps suspended from wood poles by means of brackets, mast arms or cable. Extensions for new installations will be made on the basis of the Company's Extension Policy then in force.

Ornamental systems owned, operated and maintained by the Company will be served under a special contract governed by the cost of the installation and conditions under which service is to be rendered.

Payment:

Payment for service supplied under this rate shall be made monthly by the municipality, and the bill of the company shall be allowed and paid at the first regular meeting of the governing body of the municipality in each month succeeding the month in which service was supplied.

ISSUED September 10, 1946

EFFECTIVE October 10, 1946